

Shoreline City Clerk

Receiving #

1542

I-01-014

City Light
City of Seattle

FILED

AUG 22 2001

CITY CLERK
CITY OF SHORELINE**Shoreline Interurban Trail****Memorandum of Agreement**

P.M.#260418-3-419 et al

CITY OF SHORELINE	
Clerk's Receiving	
No:	<u>1542</u>
Date:	<u>08/09/01</u>

This Memorandum of Agreement (Agreement) between the City of Seattle and its City Light Department (City Light) and the City of Shoreline (Shoreline) sets forth the terms and working guidelines for the design, construction, operation and maintenance of a multi-use trail (Interurban Trail or Trail) within the boundaries of the portion of the City of Seattle-owned PNT Transmission Line Right of Way lying between North 145th Street and North 200th Street in Shoreline (Right of Way), which functions primarily as an electrical utility right of way administered by City Light.

General Principles

Shoreline acknowledges that the primary purpose of the Right of Way is for the transmission and distribution of electricity, and that the Interurban Trail must be built, operated and maintained subject to laws, regulations, and operational requirements governing electric utilities and the transmission and distribution of electricity.

City Light acknowledges that co-location of the Interurban Trail in the Right of Way will enhance the transportation options and recreational opportunities of Shoreline and Seattle citizens, both of which are important City of Seattle policy objectives. City Light and Shoreline agree to work together cooperatively to develop the Interurban Trail within the Right of Way.

The City Manager of Shoreline and the Superintendent of City Light may negotiate additional terms to resolve any issues that may arise in implementing this Agreement.

Management/Control of the Right of Way

City Light will continue to control and manage the Right of Way. City Light will retain the right to enter any part of the Right of Way, including that portion occupied by the Interurban Trail, at any time and for any purpose necessary or incidental to City Light's operation as an electrical utility. Shoreline agrees that the Trail must not impair, restrict, obstruct, displace, prevent, or deprive City Light of its present or future use of the Right of Way to meet its objectives and the demands of its customers, and that the Trail must not compromise the safety or reliability of the electric utility system or the safety of utility workers.

Permitted Use

Trail use will be limited to pedestrians, bicycles, other non-motorized muscle-powered vehicles and wheeled recreational equipment, and for small motorized wheel chairs and like equipment to permit Trail use by disabled users. Motorized vehicles necessary for the construction, maintenance, operation, inspection, rehabilitation or repair of Trail facilities,

and for providing police, security, fire and emergency services, will be permitted on the Trail and in the Right of Way.

Term of Agreement

This Agreement will continue for a period of twenty-five (25) years commencing on the date of its execution and may be renewed by mutual agreement of the parties, unless it is terminated on another date by either party pursuant to this Agreement.

Use Restrictions

No kite flying, operation of model airplanes, use of firearms, or any other activity that endangers the safe and continued operation of the utility system or that endangers any person, including utility workers, will be allowed on the Interurban Trail. No motorized vehicles, except those described under "Permitted Uses" and those used by City Light, its agents, or permittees, will be allowed to use the Trail.

Non-exclusive use

Use of a portion of the Right of Way for the Interurban Trail is a non-exclusive use. City Light reserves the right to permit other entities or individuals the use of all or any portion of the Right of Way, including the area occupied by the Trail, for other incidental purposes compatible with the Trail, and to permit other utilities to use any portion of the Right of Way for the benefit of City Light or the public or pursuant to law, orders, or requirements of the Federal Energy Regulatory Commission or any other government entity with authority to make such orders. City Light agrees to keep Shoreline informed of all proposed or pending uses that would occupy any portion of the Trail area, or could affect the safe operation of the Trail, providing as much advance notice as is possible, and to make all reasonable efforts to ensure that any other users do not damage the Trail nor put Trail users in any danger.

Mutual & Offsetting Benefits

City Light permits the use of the Right of Way to Shoreline for the Interurban Trail without fee or cost, except as otherwise specifically provided herein, in recognition of the mutual and offsetting benefits provided by each party. Specifically:

Shoreline agrees to:

1. Design and construct the Trail to simultaneously function as a roadway for City Light vehicles;
2. Remove litter and debris in areas improved by Shoreline for the Trail or affected by Trail users or Shoreline invitees;
3. Provide security patrols similar to those on other Trails administered by Shoreline;¹
4. Design, construct and maintain facilities to address surface water issues resulting from the increase in impervious surface of Shoreline's improvements and pay any increases in surface water management fees resulting from the improvements; and
5. Pay 50% of all costs of assessment, removal and disposal of Hazardous Substances discovered as a result of Shoreline's activities under this Agreement, except for City

¹ Shoreline does not currently provide security patrols on any of its trails.

Light staff costs as provided below, and to a limit of 15% of Shoreline's construction budget for the Trail.

City Light agrees to:

1. Permit Shoreline to utilize the Right of Way for a multi-use trail and ancillary improvements as described herein;
2. Conduct its customary plan review, inspection and administrative activities, described below in Costs and Reimbursements, related to the design, construction, maintenance, and operation of the Trail for compatibility with City Light's current and anticipated uses of the Right of Way; and
3. Pay 50% of all costs of assessment, removal and disposal of Hazardous Substances discovered as a result of Shoreline's activities under this Agreement, plus any costs over Shoreline's payments described in number 5 above, reserving the right to renegotiate these terms if City Light believes the costs will be so high as to create a hardship for it, and provide City Light staff at no charge for environmental consultation, contract administration, and clean-up oversight services for the assessment, removal and disposal of Hazardous Substances discovered as a result of Shoreline's activities under this Agreement.

City Light Operational Requirements

Shoreline will work closely with City Light to make sure the construction, maintenance and operation of the Trail are in compliance with City Light internal standards, included on pages 12 through 14 of this Agreement and referred to as its "Operational Requirements."

Plan Review and Approval

Shoreline agrees that no construction of the Trail or Trail related improvements will commence and requests for construction bids will not be made until City Light approves in writing all plans and specifications. Landscaping elements, if any, will be provided in Shoreline's plan submittals and will be reviewed and approved by City Light in accordance with this Section. City Light will have the opportunity to review plans and specifications at 30%, 60% and 100% completion. Shoreline will provide at least four copies of the design, plans, and specifications for the Trail to City Light at each step of the review process, and City Light will review them and provide comments within forty-five (45) calendar days of submission. The Shoreline Trail designer will consult with a City Light-designated staff person to ensure that the plans incorporate appropriate specifications and detail. If City Light requests additional information within forty-five (45) calendar days of Shoreline's submission of design, plans, and specifications, Shoreline will submit the requested information and City Light will be allowed additional time to review the design, plans, and specifications submitted by Shoreline. If City Light notifies Shoreline that City Light cannot complete the review within forty-five (45) calendar days due to an emergency, City Light and Shoreline will agree on an alternate date for delivery of City Light's review comments and/or approval.

Construction

Shoreline agrees not to open the Trail for public use until City Light inspects the Trail to determine whether construction conforms to the plans, specifications, and Operational Requirements. Shoreline will give timely notification to City Light of all pre-construction and construction meetings and of the commencement of construction, so that City Light has the option of attending such meetings and inspecting the Right of Way during construction. All work performed by Shoreline, its agents, or contractors within the Right of Way will be in accordance with the plans and specifications approved by City Light. Shoreline will ensure that City Light has the opportunity to review any change orders that occur during construction and will not proceed with work on such change orders without City Light approval. City Light will review and comment on change orders in a timely manner. Shoreline and its contractors will abide by state and national electrical codes regarding work, construction, and structures in proximity to electrical wires and will request and pay for safety watch(es) when required by the codes or by City Light. All work performed by Shoreline within the Right of Way will be completed in a neat and efficient manner. Shoreline will remove all debris and restore non-Trail portions of the Right of Way affected by construction activities to their preconstruction condition, if possible, or to a reasonably similar condition. Shoreline agrees to provide as-built plans of the Trail to City Light as soon as possible after Trail completion.

Trail Operation and Maintenance

Shoreline will be responsible for the operation and maintenance of the Trail and all Trail-related improvements (e.g., surface sweeping and repair, litter pick-up, security, and bollard, fencing and signage repair and replacement, drainage facilities). City Light will maintain the Right of Way to the standard it determines, at its sole discretion, is necessary for electrical system safety and reliability and will be responsible for all tree trimming. Shoreline may perform additional grounds maintenance on the Right of Way to a standard it deems appropriate for the recreational nature of the Trail, provided Shoreline does not interfere with City Light's operations, or undermine or damage City Light's facilities. Except in the event of an emergency, City Light agrees not to undertake any maintenance herein assigned to Shoreline without Shoreline's approval. Shoreline will provide City Light a contact for referring Trail maintenance requests.

Costs and Reimbursements

City Light agrees to conduct its customary plan review, inspection and administrative activities related to the design, construction, maintenance, and operation of the Interurban Trail, at no charge to Shoreline, except as provided for below; customary plan review includes up to 50 staff-hours, construction/operations inspections include up to 16 staff-hours per year, and administrative activities include up to 16 staff-hours per year.

Shoreline agrees to reimburse all extraordinary costs and expenses, over the customary costs described above, incurred by City Light, if any, related to the design, construction, maintenance, and operation of the Interurban Trail; and further agrees to pay all costs of maintenance, operation, repair, rehabilitation, relocation, and removal of the Trail, and any

other fees (such as surface water management), assessments, or mitigation that result directly from the construction, operation, rehabilitation, relocation, or removal of the Trail.

Shoreline agrees to reimburse City Light all of its actual costs incurred for any utility system alterations, including but not limited to undergrounding or pole height adjustments or relocations, performed at Shoreline's request to accommodate the construction, operation, or relocation of the Trail.

City Light will issue invoices for its costs and expenses, that are reimbursable under this agreement, as they occur, and Shoreline will make payment to City Light within sixty (60) calendar days of receiving the invoice.

Landscaping/Landscape Maintenance

Shoreline will not plant trees, grass or install landscaping of any kind within the Right of Way without the prior written consent of City Light. Shoreline will maintain any Trail-related landscaping.

Signage

Shoreline will install trail signage consistent with the Manual on Uniform Traffic Control Devices (MUTCD), signs showing detour routes during Trail closures and including the Shoreline Trail contact phone number, and will post use and etiquette signage similar to other trails and bicycle facilities in Seattle. Shoreline agrees to pay for any additional signs City Light deems necessary to warn Trail users away from electrical facilities or other dangers.

Access

Shoreline will provide City Light keys to any barriers, gates, or bollards that are installed to regulate Trail use.

Temporary Trail Closures

Shoreline understands that City Light's operation, repair, maintenance, inspection, and construction of electrical facilities, as well as field training and other activities, may, on occasion, require the temporary closure of the Trail. Shoreline agrees to provide gates or other barriers acceptable to City Light at Trailheads, road crossings, and other public access points. City Light agrees to minimize the length of time of any closure and to provide as much notice as possible to Shoreline of impending closures. If City Light mows the grass or performs other maintenance using machinery, it will close the Trail for the safety of the public. Shoreline acknowledges that, due to factors such as weather, crew availability and other utility priorities, City Light may be unable to give notice until the day of the work. In the event of an emergency, City Light may take immediate steps to close the Trail until the emergency is remedied and will immediately inform the designated Trail contact within Shoreline of the closure.

Damage to Trail Facilities

Shoreline understands that City Light's Right of Way is now and will continue to be used as utility property subject to use by heavy trucks and machinery for power line construction, installation, operation, and maintenance, and for transmission and distribution of high voltage electricity and agrees that City Light will not be held liable for any claims or damage to Trail improvements, appurtenances, or landscaping constructed or placed in, under, across, or upon the Right of Way. City Light will exercise reasonable care while working in the vicinity of Shoreline's improvements or appurtenances. This paragraph does not limit Shoreline's ability to seek damages from other users of City Light's Right of Way including City Light's licensees or permittees.

Construction of Future Utility System Facilities

City Light will notify Shoreline at the earliest possible date if there are plans to replace or construct new utility system facilities in the Right of Way and will make a good faith effort to design facilities that accommodate the Trail without relocation; provided that City Light will not be required to compromise cost effectiveness, reliability, capacity, safety or other electrical system requirements deemed necessary for its projected needs. All costs and expenses of developing design alternatives to accommodate the Trail, above those costs that City Light would have otherwise incurred for facilities design, will be paid by Shoreline. In addition, if City Light demonstrates that the new facilities will be more expensive to construct, maintain or operate as a result of accommodating the Trail, including any Trail-related mitigation costs, Shoreline agrees to pay such added construction, maintenance, or operational expenses.

Relocation, Removal, or Termination of the Trail

If, during the planning or design of new or replacement utility system facilities, City Light determines that the proposed project or plan could necessitate relocation or removal of the Trail from the Right of Way, City Light will inform Shoreline, at the earliest possible date. Under these circumstances, Shoreline and City Light agree: a) to work cooperatively and in a timely manner, not to exceed 90 calendar days from the date of City Light's notice to Shoreline or, at City Light's discretion, a longer period if it will not interfere with City Light's construction schedule, to investigate options that do not require relocating or removing the Trail; b) to consider removal of all or any portion of the Trail as a last resort after other options, including relocation within the Right of Way, have been evaluated and found unfeasible or too costly; c) that any decision to remove all or any portion of the Trail from the Right of Way must be approved by the Superintendent of City Light in consultation with the City Manager of Shoreline. All City Light costs to investigate and evaluate options to Trail relocation or removal will be paid by Shoreline.

If it is determined by City Light pursuant to the provisions of this Agreement that the Trail or a portion of the Trail must be relocated, removed or terminated, City Light will send written notice to Shoreline to relocate and remove or terminate the Trail or portion thereof. Shoreline will take immediate steps to advise the public of the impending relocation or closure of the Trail or the portion thereof. Within 180 calendar days after receipt of notice from City Light, Shoreline will relocate or remove from the Right of Way any

improvements, signs, and structures, and take all necessary measures to relocate the Trail or close the affected portion of the Right of Way for public use, including the placement of fences or barricades at Trailheads, road crossings, and other public access points, and, in the case of closure, reroute the Trail via signage off the Right of Way. Shoreline will pay all costs or expenses associated with the relocation, termination, or removal of the Trail from any portion of the Right of Way. If the Shoreline fails to take steps to close the Trail within 180 calendar days of receipt of City Light's notice to do so, such steps may be taken by City Light at the expense of the Shoreline.

Termination of Agreement.

This Agreement will terminate upon expiration of its term and any renewal periods agreed to by the parties.

Shoreline may terminate this Agreement upon six (6) months written notice to City Light. Upon such notification, Shoreline will immediately take steps to advise the public of the impending closure of the Trail, and by the termination date, will install signs, fences, and/or barricades to close the Trail and establish a new route for the Trail off the Right of Way.

If City Light ceases to provide electrical distribution services throughout the City of Shoreline, then this Agreement may be terminated by City Light as of the date City Light ceases to provide distribution service throughout Shoreline.

The Superintendent of City Light, after consultation with the City Manager of Shoreline, may terminate this Agreement for the Trail or any portion thereof for cause, which may include but not be limited to a change, modification, or expansion of utility system facilities, operations, or maintenance procedures, a regulatory requirement, a future need by the City of Seattle for the use of the property as determined by the Seattle City Council, an increased risk to public safety or of liability to the City of Seattle or City Light, or a breach of this Agreement. Where applicable, City Light will follow the process described in the above section titled "Relocation, Removal, or Termination of the Trail."

In the event City Light believes Shoreline has breached or failed to comply with any of the terms and conditions of this Agreement, City Light will give written notice to Shoreline detailing Shoreline's breach or non-compliance. Shoreline will have thirty (30) calendar days to provide a written response which must either, 1) acknowledge that Shoreline has been out of compliance and establish a reasonable time frame for implementing a cure; or 2) deny that Shoreline is out of compliance and ask City Light for additional evidence of failure to comply with the Agreement. If City Light and Shoreline staff cannot agree that Shoreline has breached the Agreement and/or cannot agree on a cure or a reasonable time frame for implementing the cure, the disagreement will be referred to the Superintendent of City Light and the City Manager of Shoreline for a negotiated resolution. If Shoreline fails to respond to City Light's initial notice of breach or non-compliance, the Agreement may be terminated ninety (90) calendar days after Shoreline's receipt of the notice unless the breach or default is substantially cured. City Light's failure to exercise such right at any

time will not waive its right to terminate for any future breach or default or to exercise any available self-help remedy.

The indemnifications, duties to comply with law, and duties to restore property and reimburse City Light for its costs to accommodate the Trail, provided under this Agreement, will survive termination.

Restoration of Property upon Termination.

Upon the termination of this Agreement or any portion of the Trail, Shoreline will remove all Trail improvements, including signs, structures, and personal property in the portion terminated. Shoreline will, at City Light's option, remove the Trail paving.

If Shoreline fails to perform these obligations, City Light may perform them, and Shoreline will reimburse City Light's actual costs incurred in performing these obligations. Shoreline's obligation to reimburse City Light will survive the termination of this Agreement.

Liability, Compliance with Laws, Indemnity, and Work Standards

I. Definitions

- A. "Environmental Laws" means any and all federal, state, or local statutes, codes, regulations, orders, and requirements issued thereunder, and common-law causes of action, whether federal, state or local, that apply to any toxic material or hazardous substance, pollutant, waste material, health and safety of persons or protection of the environment, including any amendments or supplements to such laws or regulations, including, but not limited to: the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Water Pollution Control Act, 49 U.S.C. § 1801 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") 42 U.S.C. § 9601 et seq., the Washington Model Toxics Control Act (MTCA), RCW Ch. 70.105D, the Washington Hazardous Waste Management Act, RCW Ch. 70.105, the Washington Shoreline Management Act, RCW Ch. 90.58, and all local environmental codes and regulations including without limitation, stormwater, drainage and wastewater, and sewer regulations and requirements.
- B. "Environmental Liability" means any and all liabilities, claims, lawsuits, costs, liens, obligations, expenses, attorney fees, fines, penalties, damages, consequential damages, and losses, arising from the Release of a Hazardous Substance or any non-compliance with Environmental Laws. An Environmental Liability may be based upon an environmental law, any cause of action, criminal or civil statute, permit requirements, court or administrative order.

- C. "Hazardous Substance" is any material that is regulated or restricted by an Environmental Law, including but not limited to, CERCLA and MTCA.
- D. "Release of a Hazardous Substance" means contamination of the Right of Way by a Hazardous Substance or Hazardous Substances arising from or incidental to Shoreline's use of the Right of Way under this Agreement or caused by Shoreline, its employees, agents, contractors, subcontractors, invitees or Trail users.
- E. "Health and Safety Law" means any applicable requirement of the Hazardous Waste Operations and Emergency Response (Hazwopper) Program, codified at WAC 296-62-300 et seq., and any other applicable requirements under federal, state and local environment, health and safety laws, and regulations or ordinances.

II. Compliance with Laws and Terms of the Agreement

During the term of this Agreement and any renewal periods, Shoreline agrees to comply with the terms and conditions of this Agreement and with any and all federal, state, and local laws, ordinances, codes and regulations, including Environmental Laws, that are applicable to Shoreline's use of the Right of Way for the construction, improvement, maintenance, and operation of the Trail. Further, Shoreline agrees to keep its use of the Right of Way in compliance with any and all applicable Environmental Laws and not to cause any Releases of Hazardous Substances in violation of Environmental Laws. In the event of a Release of a Hazardous Substance, Shoreline agrees to investigate and remediate the portion of the Right of Way upon which the Release of Hazardous Substance occurred and to bring said portion into compliance with applicable Environmental Laws.

Shoreline and City Light agree to share equally the costs to assess, remove and dispose of pre-existing Hazardous Substances discovered during construction, maintenance and/or operation of the Trail, to the extent that the discovery arises from or is related to Shoreline activities under this Agreement, except in no case shall Shoreline's share exceed 15% of the construction budget for the Trail. In the event of such a discovery, Shoreline will notify City Light; City Light environmental staff will assist Shoreline in contracting with environmental consultants, and will review, approve, and oversee any soil or hazardous material sampling plans and/or removal activities to assure compliance with Environmental Laws and statutory reporting requirements. Shoreline and City Light will both receive a final copy of all Environmental Site Assessment Reports for their records. City Light agrees to furnish to Shoreline any information it has related to pre-existing conditions, events or accidents in the Right of Way that could have resulted in any release of a Hazardous Substance.

The City Manager of Shoreline and the Superintendent of City Light may negotiate additional terms to resolve any disagreement that may arise in implementing this provision.

III. Indemnity for Claims, Judgments.

City Light will cooperate with Shoreline to defend the City of Seattle and/or City Light against any claims brought in connection with Shoreline's use and occupancy of the Right of Way. Shoreline will reimburse and make the City of Seattle and the City Light Fund whole against any and all claims, demands, suits, and judgments for injury to persons, death, or property damage that are caused by, arise out of or are related to Shoreline's use or occupancy of the Right of Way for the construction, improvement, maintenance and operation of the Trail. Costs for such defense, claims and judgments will be paid by Shoreline except to the extent the injury, death or property damage results solely from the negligent acts or omissions of City Light, its agents or licensees. Such claims include, but are not limited to:

- A. Any claims caused by or related to Shoreline's use of the Right of Way for construction, improvement, maintenance, and operation of the Trail.
- B. Any claims arising from electrical shock or contact with the electrical facilities in the Right of Way and from the alleged effects of electromagnetic fields (EMF); provided that EMF related claims brought by adjacent residents, or by City Light personnel or its invitees will not be included in this indemnity.
- C. Any Environmental Liability arising from or related to Shoreline's exercise of the privileges and rights granted by this agreement.

In the event it is determined that RCW 4.24.115 applies to this Agreement, Shoreline agrees to defend, hold harmless and indemnify the City of Seattle and City Light to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of the City of Seattle and City Light to the full extent of Shoreline's negligence. Shoreline agrees to defend, indemnify and hold harmless the City of Seattle and City Light for claims by Shoreline's employees and agrees to waiver of its immunity under Title 51 RCW as to the City of Seattle and City Light, which waiver has been mutually negotiated by the parties.

Construction and Work Standards

Shoreline will comply with all federal, state, and local laws and regulations, relating to Health and Safety Laws, with respect to worker safety and working conditions on the work site. City Light will not assume direct responsibility or control over the working conditions and safety practices of employees, contractors, or subcontractors hired by Shoreline to perform any work on the Right of Way, and nothing in this Agreement, including City Light's Plan Review and Approval, will be construed to place a duty, express or implied, on City Light to control or be responsible for such activities of Shoreline.

Shoreline will incorporate the following conditions into its contract specifications for contractors and subcontractors engaged in Trail construction and maintenance:

- A. All contractors and subcontractors performing work on the Right of Way will have no electrical safety violations as shown by the contractor's accident history record for the preceding three years as required by WAC 296-45-65009.
- B. Shoreline, its contractors, and subcontractors will designate an on-site safety lead, who will ensure that all Trail construction work, landscaping, and maintenance is performed in compliance with applicable safety regulations governing worker safety.
- C. No construction or maintenance work will be performed within 10 feet of a 26 kV electrical system and within 12.5 feet of a 115 kV electrical system.

Citizen Complaints

All problems and complaints related to the use of the Right of Way by the public and the operation of the Trail will be directed to a designated Trail contact within Shoreline. City Light will be under no obligation to answer citizen queries or complaints related to the Trail, other than to immediately forward communications it might receive to the appropriate Shoreline contact.

Amendment. This Agreement may be amended in writing by mutual agreement of the parties.

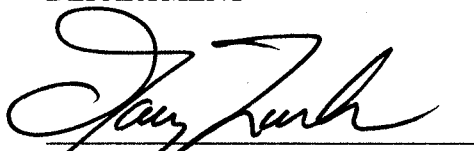
GRANTED this 9th day of August, 2001.

APPROVED:

ACCEPTED:

SEATTLE CITY LIGHT
DEPARTMENT

CITY OF SHORELINE



Gary Zarker, Superintendent



Steven Burkett, City Manager

CITY LIGHT'S OPERATIONAL REQUIREMENTS FOR INCIDENTAL USES:
DESIGN, CONSTRUCTION, AND OPERATION.

Engineering Requirements for Design, Construction and Maintenance.

1. The design, construction, operation and maintenance of improvements for incidental uses of City Light's rights of way (Uses) must meet all applicable national, state and local laws, regulations and codes, including, but not limited to the National Electric Safety Code, and the Washington Administrative Code provisions, as amended, or any new regulations or codes subsequently adopted which are applicable to electrical utility systems, their construction, and electrical or non electrical worker safety.
 - a. Electrical Safety Code. WAC 296-45-et seq.
 - b. The National Electric Safety Code. (NESC)
 - c. Safety Standards for Construction Workers. WAC 296-155-et seq., including but not limited to WAC 296-155-425 and-428.
 - d. General Safety and Health Standards. WAC 296-24-et seq., including but not limited to safety clearances for electrical facilities.
2. The Use of the Right of Way shall meet all internal requirements and guidelines, as periodically revised, or any new guidelines or standards adopted by City Light in the future. The current standards include:
 - a. City Light's Overhead and Underground Construction Guidelines, and its periodic revisions.
 - b. Grounding Requirements for Metal Fences and Structures: All metal structures or structures containing metal components, including, but not limited to, fences, recreational structures, benches, or trash can holders, shall be sufficiently grounded in accordance with Section 9 of the NESC.

Vegetation Management Requirements

1. No pesticides shall be used on the Right of Way.
2. All tree trimming shall be performed by City Light.
3. Height limits for all vegetation shall be twelve (12) feet. All vegetation selected for installation on the Right of Way shall not exceed twelve (12) feet in height at maturity. Vegetation that exceeds twelve (12) feet in height shall be brought into compliance by City Light either by trimming or removal at the expense of the incidental user of the Right of Way (User).

4. The placement of any vegetation planted in the Right of Way must be approved prior to installation. The placement and installation of any vegetation shall take into account the mature height and dimensions of the vegetation.
5. Any vegetation installed directly below electrical conductors or near utility poles should be selected to withstand the use and operation of utility maintenance vehicles. The use and operation of utility maintenance vehicles includes the placement of outriggers on the ground which span a distance of at least 28 feet from side to side. City Light will take reasonable care to avoid incidental improvements; however, vegetation or other improvements damaged during the maintenance, repair, or operation of the utility system will be repaired or replaced at User's expense and discretion.

General Operational Requirements for Incidental Use(s) Design and Construction.

The Use design should satisfy at a minimum the following general requirements. Other requirements may be identified by City Light during design review or Use construction to meet varying topographical conditions or utility system requirements.

1. A cleared space free of any Use improvements, including landscaping, vegetation, or other objects, shall be provided around all utility poles and guy structures to allow utility maintenance vehicles to be properly situated for repair and maintenance activities. A minimum distance of ten (10) feet must be maintained between all utility poles and anchors and the nearest edge of a traveled surface, or any other Use improvements, objects, or structures. If User cannot achieve the minimum distance, it will install protective devices, approved by City Light, for the electrical facilities and for the public.
2. Any increase or decrease in grade of more than six (6) inches must be approved by City Light. No excavations are allowed within 10 feet of tower legs or poles. No grading will be allowed when the grading would reduce ground support for towers or poles, unless City Light approves of alternative means of support to be provided at User's expense.
3. Road/access/trail surfaces and underground improvements shall be capable of withstanding loads imposed by utility maintenance vehicles of up to 69,000 pounds in gross vehicle weight (gvw).
4. Utility maintenance vehicles must be able to travel along the full length of the Right of Way to maintain, repair, or replace every conductor, pole, anchor, or other utility system equipment located on the Right of Way.
5. A level area at least 28 feet wide adjacent to every pole must be provided to enable utility maintenance vehicles to conduct repair and maintenance activities.
6. Utility maintenance vehicles must be able to enter the Right of Way from each street intersecting the Right of Way and to exit by traveling forward to the next intersecting street. Where segments of the Right of Way have no intersecting streets for exits, then vehicle turn-around areas must be provided. Vehicle turn around areas must be sufficient to accommodate the turning radius of a utility maintenance vehicle.
7. Appropriate locks, fences, bollards, or other security devices must be installed on the Right of Way to allow segments not intended for public use to be closed off to allow for utility

operation and maintenance work. As appropriate, fences or other improvements shall be installed in areas along the Right of Way where there are natural hazards to ensure safe public use of the Right of Way.

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